

In re: Robert J. Rich and
Debra A. Rich,
Movants

Chapter 13

Bankruptcy No. 17-10904-TPA

Lawrence Willis, Esquire/
Willis & Associates,
Applicant

Related to Docket No. 66

vs.

Hearing Date and Time:
May 2, 2018 at 11:30 am

Ronda J. Winnecour, Esquire,
Chapter 13 Trustee,
Respondent

Exhibit A

This Fee Agreement is entered into by and between Willis & Associates, ("Firm") and Rich, Robert & Debra (singularly or collectively, "Client")

PURPOSE

Client retains Firm to represent Client and Firm agrees to advise, represent, and provide legal services to Client, in accordance with this agreement, solely for the purpose of filing a non-contested consumer bankruptcy case under the Bankruptcy Code. Advice and representation by Firm is contained and limited to services directly related to the Bankruptcy Code, Title 11, Chapter 101 et. Seq. unless agreed upon otherwise by written consent and modification of this agreement by the parties.

RETAINER FEE

In consideration of the non-refundable retainer fee of \$ 779 paid to Firm, Client hereby retains Firm to ensure Firm will be available to respond to creditor telephone calls directed to Client from the date Firm receives the retainer fee and this executed fee agreement until such time this agreement terminates by discharge of bankruptcy, dismissal of bankruptcy or no payment on Client's account for 90 days (Unpaid fees). Its further expressly understood and agreed that any retainer fee or other fee advance paid by client is not subject to the escrow requirement of Pennsylvania Rule of Professional Conduct 1.15 and may be utilized immediately by Willis & Associates as income.

COST

Client agrees to pay Firm initial filing fee and all cost of \$500.00. The cost associated with representation are client's sole responsibility. All Costs are payable in advance and total cost fee payable to the \$500.00 for a Chapter 13 and \$335.00 for a Chapter 7.

FEE

Chapter 13:

The fee for legal representation in chapter 13 bankruptcy proceeding by the Firm charges a minimum "no look fee" as established by the Court. This fee covers the following legal services: a. initial interview; b. full review of debt relief options non-bankruptcy; c. exemption planning; d. case strategy; preparing and filing of the voluntary petition, schedules, statement of financial affairs; statement of intention, all necessary exhibits; e. pre meeting of creditors petition review and signing; f. representation a first scheduled meeting of creditors; g. representation at first conciliation hearing; h. representation at one first discharge hearing; i. All time is tracked hourly and once fees exceed the no look fee a fee application will be filed for approval of additional fees. The billable hourly rate in effect for 2017 is \$350.00 per hour for attorney. Support staff/administrative time \$48.00 per hour. The no look fee as of 2017 is \$4,000.00.

Chapter 7:

The fee for legal representation in chapter 7 bankruptcy proceeding by the Firm is \$ NA. This fee covers the following legal services: a. initial interview; b. full review of debt relief options non-bankruptcy; c. exemption planning; d. case strategy; preparing and filing of the voluntary petition, schedules, statement of financial affairs; statement of intention, all necessary exhibits; e. pre meeting of creditors petition review and signing; f. representation a first meeting of creditors; g. representation at first conciliation hearing; h. representation at one first discharge hearing; i.

ADDITIONAL COST

The following items are not included in the minimum fee but will billed in addition to are as follows but not limited to: Reaffirmation agreements \$500.00 per creditor., Trustee Certificate of Defaults \$500.00, Motion to appoint a professional and hearing. \$500.00, Motion to approve sale of real estate plus cost \$750.00, Trustee's motion to dismiss/certificate of default. \$500.00, Motion to borrow/allow financing \$500.00, Conversion to different chapter of bankruptcy \$1,200.00, Motion to withdraw, sever case

1/22/18, 12:00 PM Arranged Settlement and pending. Edward R. Schuchman, Esq. 1/22/18. Payment copy of your discharge order 1/22/18

OUTSTANDING ACCOUNTS

If you are making payments on your legal fees, then you understand, and it is agreed, that your fees will not be filed with the Court until all remaining balance has been paid in full. A fee of \$50.00 is charged for all returned checks or insufficient funds return. Accounts with no payment activity will be closed after 90 days.

CERTIFICATION

By signing this agreement, the Client is representing legal services to be performed and acknowledges payment will be received. This opinion represents the entire agreement of the fees charged and can only be modified by written agreement.

COMMUNICATION

Wells & Associates offers legal services and represents to communicate with its clients by email but cannot absolutely guarantee the confidentiality of email communications. The client understands and agrees to use email communication with Wells & Associates outlined below:

☒ I agree to use email communication with Wells & Associates.

☐ I do NOT agree to use email communication with Wells & Associates.

I ACKNOWLEDGE I HAVE READ THE ENTIRE AGREEMENT AND THAT I FULLY UNDERSTAND IT AND HAVE BEEN PROVIDED A COPY FOR MY RECORDS.

DATE: 1/22/18

SIGNATURE: [Signature]

PRINT: [Name]

DATE: 1/22/18

SIGNATURE: [Signature]

PRINT: [Name]

DATE: 1/22/18

SIGNATURE: [Signature]

PRINT: [Name]